

Memorandum of Understanding

between the

United States Geological Survey (USGS)

and the

Nebraska Information Technology Commission – Geographic Information Systems Council (NITC-GIS Council)

1. This document sets forth an agreement between the United States Geological Survey (USGS) and the Nebraska Information Technology Commission – Geographic Information Systems Council (NITC-GIS Council) concerning the service of James W. Langtry as a Liaison with the NITC-GIS Council as a part of Mr. Langtry's official Government duties.
2. The NITC-GIS Council was originally established by the Legislature in 1991. The Nebraska GIS Council, as defined by statutes, consists of representatives of State agencies, the Nebraska Association of County Officials, the League of Nebraska Municipalities, the Natural Resources Districts, the public power districts; one federal representative, the professional GIS association, Lincoln and Omaha area local governments, and up to four at-large representatives. The mission of the Nebraska Geographic Information System Steering Committee is to encourage the appropriate utilization of GIS technology and to assist organizations to make public investments in GIS technology and geospatial data in an effective, efficient, and coordinated manner. On the national level, the GIS Council has a formal partnership agreement with the U.S. Geological Survey National Geospatial Programs Office (NGPO) to jointly promote the development of the National Spatial Data Infrastructure (NSDI), is an active member of the National States Geographic Information Council (NSGIC), and works closely with many of the initiatives of the Federal Geographic Data Committee (FGDC).
3. The primary beneficiary of Mr. Langtry's service as a Liaison with the NITC-GIS Council is intended to be the USGS. It is expected that the benefits to the USGS will include, but not be limited to the following:
 - a. Building relationships and establishing collaboration between the National NGP and its partners that result in formal agreements to improve geospatial data through new collection or maintenance and deliveries of data or updates for ingestion into The National Map;
 - b. Keeping the USGS informed of status of partner data for themes of The National Map;

- c. Keeping partners informed of status and directions of NGP products and services and gathers feedback from data partners for the program;
- d. Liaisons are in a pivotal position for implementing key components of the NSDI that are rapidly evolving;
- e. Bringing expertise from the national perspective to state, local and regional issues. Assuring two-way communication among partners and NGPO programs; advocating for partners to the NGPO programs. Coordinating and collaborating to join like strategies and missions into a common goal; and
- f. Improving communication among Federal, state, local, and tribal governments working within the geographic area to strengthen National Spatial Data Infrastructure cooperation and partnership development.

4. In order to avoid the possibility of an appearance of lack of impartiality or the apparent use of public office for private gain, when official time is used for service with the NITC-GIS Council, the following limitations apply:

- a. Mr. Langtry will not participate in any NITC-GIS Council management activities, (including voting on organizational administration matters or on organizational policy decisions), or rendering advice or making decisions regarding NITC-GIS Council contracts or finances.
- b. Mr. Langtry will not represent the interests of the NITC-GIS Council back to any employee of the Executive or Judicial Branches of the Federal Government. 18 U.S. Code §§ 203 and 205. This does not prohibit Mr. Langtry from presenting the positions taken by the NITC-GIS Council over which he has an official responsibility to assess and report back to the USGS as part of his official duties.
- c. Mr. Langtry will not participate in any fundraising or lobbying activities for the NITC-GIS Council.
- d. Unless a gift rule exception found at 5 C.F.R. § 2635.204 applies, Mr. Langtry will not receive any form of compensation or gratuities from the NITC-GIS Council provided in connection to Mr. Langtry's official participation in the NITC-GIS Council. If the NITC-GIS Council is paying for Mr. Langtry's travel and per diem while at meetings, Mr. Langtry must complete a Form DI-2000 (Report of Payment Accepted From a Non-Federal Source under 31 U.S.C. § 1353) and receive ethics clearance prior to travel.

- e. A reasonable person may question Mr. Langtry's lack of impartiality if Mr. Langtry participates in specific party matters (e.g., grants, contracts, licenses, agreements, litigation, etc.) that affect the NITC-GIS Council's financial interests. 5 C.F.R. § 2635.502. Therefore, Mr. Langtry must seek ethics clearance before participating as a USGS official in specific party matters involving the NITC-GIS Council. This requirement will extend for one year after Mr. Langtry has terminated his relationship with the NITC-GIS Council.

5. The relationship between the NITC-GIS Council and the USGS addressed in this document is intended to enhance service to the American public through more efficient applications of USGS programs. All actions should be directed toward attainment of that mutually beneficial goal.

6. The foregoing is not intended to impose on the NITC-GIS Council any obligations or restrictions, other than an obligation to respect the above-described limitations on the activities of Mr. Langtry and the benefits which may be received by the USGS. Nor does it constitute a representation or warranty by the NITC-GIS Council as to the benefits which the USGS will receive in fact from Mr. Langtry's service as a Liaison with the NITC-GIS Council. The NITC-GIS Council does not assume any obligation to inquire into or enforce Mr. Langtry's compliance with the above-described limitations.

Date:
(Name)
(Outside Organization Position Title)
NITC-GIS Council

Date:
Linda E. Leake
Deputy Regional Executive, USGS Midwest Area
USGS

I have read and understand this Liaison Agreement. I agree to comply with its limitations and acknowledge my understanding and compliance by signing below:

James W. Langtry
Geospatial Liaison
USGS

Date: